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JUAN FERNANDEZ-BARQUIN
CLERK OF THE COURT & COMPTROLLER
MIAMI-DADE COUNTY, FL

Prepared by:
Holly Chernoff, Esq.
3033 Riviera Dr., Suite 103
Naples, FL 34103
(239) 261-6560

MORTGAGE

THIS IS A BALLOON MORTGAGE and the final payment or the balance due upon maturity is **$ 127,115.64** together with accrued interest, if any, and all advancements made by the mortgagee under the terms of this mortgage.

THIS MORTGAGE, made this 26 day of February, 2024, between JAY R. CHERNOFF AND ROBIN BECK-CHERNOFF, 19001 N.E. 20th Court, Miami, FL 33179, hereinafter called the Mortgagor, and HOLLY CHERNOFF, 6681 Sandalwood Lane, Naples, FL 34109, hereinafter called the Mortgagee.

WITNESSETH, that the said Mortgagors, in consideration of the sum of Ten ($10.00) paid by the Mortgagee, the receipt of which is hereby acknowledged, does hereby mortgage unto the said Mortgagee the following described real property situated in Dade County, Florida, to wit:

Lot 6, in Block 7, of Sky Lake, according to the Plat thereof, as recorded in Plat Book 60, Page 8, of the Public Records of Miami-Dade County, Florida.

PROVIDED ALWAYS, that if the Mortgagors shall pay or cause to be paid to the Mortgagee the Mortgage Note, of even date herewith, in the principal amount of $127,115.64, according to the terms and provisions thereof, then this Mortgage shall cease and become null and void.

The Mortgagors also covenant and agree:

1. To make all payments and perform all obligations required by the Note and Mortgage promptly when due. A late charge will be assessed according to the terms of the Note.
2. To pay all taxes, assessments, liens, and encumbrances of any nature on said real property when due. If they are not promptly paid, the Mortgagee may pay them without waiving any rights hereunder, including the option to foreclose, and any such payments made by the Mortgagee shall bear interest from the date of payment, at the rate charged by the Mortgagor's equity Line with First Foundation Bank or if paid directly by the Mortgagor and not through the equity line then no greater than 12%.
3. To keep all liability insurance on said property naming the Mortgagee as an additional insured
4. To commit, permit or suffer no waste, impairment or deterioration of the mortgaged property.

5. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor(s) to comply with the agreements in said Note or this Mortgage, including reasonable attorney's fees and costs. The cost thereof, with interest thereon from the date of payment, at the rate charged by the Mortgagor's equity Line with First Foundation Bank or if paid directly by the Mortgagor and not through the equity line then no greater than 12%.

6. If any payment provided for in the Note is not paid within 30 days after it becomes due, or if any covenant or agreement in this Mortgage is breached, the entire unpaid principal balance of the Note shall immediately then become due at the option of the Mortgagee(s), and the Mortgagee(s) may foreclose this Mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply towards the indebtedness hereby secured.

7. The lien hereof shall extend to and include the rents and profits of said premises. In the event of a default hereunder, for a period of thirty days, the Mortgagee, upon demand, shall be entitled to receive and apply the net rents and profits thereof toward the payment of the indebtedness hereby secured. If proceedings to foreclose this Mortgage are instituted, the Mortgagee shall be entitled to the appointment of a receiver without regard to the solvency of the Mortgagors or the adequacy of the security. Mortgagors hereby specifically waive the right to object to such appointment and consent that such appointment shall be made as an admitted equity and as a matter of absolute right of the Mortgagee.

8. That in order to accelerate the maturity of the indebtedness hereby secured, because of the failure of the Mortgagors to pay any tax, assessment, liability, obligation or encumbrances upon said property as herein provided, it shall not be necessary or requisite that the Mortgagee shall first pay the same.

9. The lien of this Mortgage shall secure the payment of any renewal or extension of the Note until the same has been fully paid.

10. This Mortgage shall inure to the benefit of, and shall bind, the heirs, legal representatives, successors and assigns of the Mortgagors and Mortgagee.

11. If all or part of the property or any interest therein is sold or transferred by the Mortgagors, then, at the option of Mortgagee, **ALL SUMS SECURED BY THIS MORTGAGE SHALL BE COME IMMEDIATELY DUE AND PAYABLE. All SUMS SECURED BY THIS MORTGAGE SHALL ALSO BE IMMEDIATELY DUE AND PAYBLE AT ANY TIME THE MORTGAGEE DEMANDS PROVIDED THAT THIRTY, (30) DAYS NOTICE IS PROVIDED TO PROVIDED THAT THIRTY (30) DAYS NOTICE IF PROVIDED TO THE MORTGAGORS. NOTICE MAY BE EMAIL OR TEXT.**

12. Provided this mortgage is not in default, upon payment of the principal sum secured by this mortgage, the mortgagor(s) shall be entitled to obtain a release of the subject property for this mortgage. The cost of the preparation and the recording of the partial release shall be borne by the mortgagor(s).

Signed, sealed and delivered in the presence of:

Witness Zephania Defay
2001 SW 120 Terr
Miramar FL 33025

Witness Shaun FASS
1501 NE 191 St
Apt C 413
North Miami Beach, Fl 33179

JAY R. CHERNOFF, Mortgagor

ROBIN BECK-CHERNOFF

STATE OF FLORIDA
COUNTY OF DADE

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, personally appeared JAY R. CHERNOFF and ROBIN BECK-CHERNOFF known to me personally or identified to me ________________, as the persons described in and who, after being sworn and under oath given by me, executed the foregoing instrument, and acknowledged to and before me that he/she/they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 26 day of February, 2024.

Andrise Bernard
Print Name: ________________
Seal: ________________
Commission No. GG 970608

This instrument was prepared by:
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ANDRISE BERNARD
Notary Public - State of Florida
Commission # GG 970608
My Comm. Expires Jul 12, 2024
Bonded through National Notary Assn.